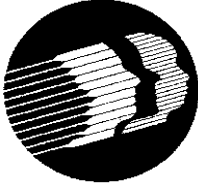


STATE OF DELAWARE



DELAWARE HEALTH AND SOCIAL SERVICES

DIVISION OF MANAGEMENT SERVICES

"DMS - Serving Those Who Serve Delaware"

SPECIFICATIONS AND CONTRACT DOCUMENTS NO. 7269

FOR

INFECTIOUS WASTE PICK-UP AND DISPOSAL

Required for Use By

Various State Agencies

April 1, 2009 through March 31, 2010

**Deposit
Performance Bond
Date Due:**

WAIVED
WAIVED
March 17, 2009
11:00 A.M. Local Time

Delaware Health and Social Services
Main Administration Building – 404 Sullivan Street
Division of Management Services
Procurement Branch
1901 N. DuPont Highway
New Castle, Delaware 19720

INVITATION TO BID # 7269

Bids for Infectious Waste Pick-up and Disposal are requested by various Delaware State Agencies.

Sealed bids will be accepted at:

Delaware Health & Social Services
Main Administration Building – 404 Sullivan Street
Division of Management Services, Procurement (Second Floor) - Room # 262
1901 N. DuPont Highway
New Castle, Delaware 19720

until **11:00 A.M. local time on March 17, 2009** at which time they will be publicly opened and recorded.

Note: Only the bidder names and addresses will be read at the opening

Please review the General Rules and Conditions and the General Requirements, which appear on the DHSS website.

The following forms must be included with your bid:

- 1.) Bidder Signature Form
- 2.) Vendor Certification Form
- 3.) Office of Minority and Women Business Enterprise Form

All of these documents can be accessed on the DHSS website:

<http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

PLEASE NOTE: The following paragraphs from the General Requirements hereby become part of the General Terms and Conditions of this bid.

1, 2, 3, 4, 5, 8, 10, 11, 17, 19, 20, 21, 23, and 25.

NOTE TO VENDORS

- Only one bid will be accepted by a bidder.
- Your bid **must be signed** and all information on the signature page completed. If you do not intend to submit a bid, send an e-mail to the buyer stating that you do not intend to bid on this contract and would like to remain on the mailing list.
- Bid totals **must** include delivery, warranty, service agreement, training, and/or upgrades or **your bid will not be accepted.**
- Include three (3) copies of your bid. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The two (2) remaining copies do not require original signatures. ***Include any pamphlets or additional materials you wish to be taken into consideration.***
- This contract will be valid for one (1) year from April 1, 2009 through March 31, 2010 and may be renewed for three (3) one (1) year periods if both parties agree. Extension may be initiated no later than ninety (90) days prior to the termination of the current agreement.

DELIVERY INSTRUCTIONS

- Your bid **must** have on the outside envelope the DHSS four (4) digit ITB number. IF THIS IS OMITTED YOUR BID WILL IMMEDIATELY BE REJECTED.
- Under no circumstances will a bid be accepted that is late, delivered to the wrong building, signed for by a person other than a member of the procurement staff. To ensure that your bid is in the procurement office on the date and time specified, there are three (3) recommended methods of delivering bid proposals:
 - Hand Deliver
 - Federal Express
 - UPS

FOR FURTHER BID INFORMATION PLEASE CONTACT:

Buyer: Sylvia T. Adams
Delaware Health and Social Services
DMS – Procurement Branch
Main Bldg., 2nd Floor, Room 262
1901 N. DuPont Highway
New Castle, DE 19720
(302) 255-9297
sylvia.adams@state.de.us

A. SPECIAL PROVISIONS

Contract Requirements

This contract will be issued to cover pick-up and disposal of infectious “Sharps and Bio-Medical Waste” for the State of Delaware, Delaware Health and Social Services, various divisions.

Business License

Prior to receiving an award, the successful contractor shall furnish DHSS Procurement with proof of State of Delaware Business License or initiate the application process. An application may be requested in writing to : Division of Revenue, Carvel State Building, P.O. Box 8750, 820 French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 – Public Service, (302) 577-8205 – Licensing Department. The State of Delaware Business License must be obtained at contractor’s expense. Failure to provide this information may result in non-consideration.

Permits

The contractor must submit with their bid copies of all Federal (EPA), State and Local (DNREC) authorizations and/or permits for transportation and disposal of infectious waste. Contractor must have a State of Delaware Transporters Permit. Permits can be obtained (at contractor’s expense) by calling Ken Green from DNREC at (302) 739-9403. Failure to provide this information may result in non-consideration.

Citations

The contractor must submit with their bid verifiable information relating to any and all Federal, State and Local citations issued against their firm or their contractor’s firm within the last two (2) years. This must include dates, reasons, dispositions and resolutions. The State will determine whether this information may result in non-consideration.

Subcontracts

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the bid and all licensing and permits shall apply as to the original contractor. Any substitutions in or additions to such subcontractors, must be reported to DHSS Procurement prior to continuation of service.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all Federal (EPA and OSHA), State of Delaware (DNREC) and Local guidelines and regulations. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

Insurance

The contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the State of Delaware.

<u>Coverages</u>	<u>Limits</u>
Worker's Compensation	Statutory Requirements (Delaware)
Employer's Liability	\$500,000/\$500,000/\$500,000
Commercial General Liability, including operations/completed operations, products, and contractual liability (including defense and investigation costs) including this contract.	\$1,000,000 each occurrence (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
Business Automobile Liability, Covering owned, leased, or non-owned autos	\$1,000,000 each occurrence (BI & PD combined) \$2,000,000
Environmental Impairment Liability	\$2,000,000 each occurrence \$2,000,000 Aggregate

The Contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the State of Delaware Procurement Office. The State of Delaware, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this contract. Any deductibles or self-insured retention in the above described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the State of Delaware. All of these required policies must include a Waiver of Subrogation, except Worker's Compensation, in favor of the State of Delaware, its trustees and employees.

Transfer of Infectious Waste and Title

The State of Delaware's infectious waste will be transferred to the contractor at the individual facility's designated location at the time of pick-up. At that time the Contractor takes possession of the waste; title, risk of loss and all other incidents of ownership to the waste shall be transferred from the State of Delaware and vested in the Contractor.

Contractor Warrantees

The Contractor warrants that it understands the currently known hazards which are presented to persons property and environment in the transportation, storage and disposal of the described infectious waste; it will transport, store and dispose of such materials in full compliance with all Federal (EPA and OSHA), State of Delaware and Local guidelines and regulations; the storage and disposal facilities are now licensed and permitted to store and dispose of infectious waste, and, in the event the storage or disposal facility losses its permitted status hereafter during the term of the contract, Contractor will promptly notify the State of Delaware.

State of Delaware Warrantees

The State of Delaware warrants that the description of its infectious waste is true and correct; bio-medical and sharps waste to be transferred to the Contractor will conform to such description; packing and shipping containers of bio-medical waste transferred to the Contractor will be marked, labeled and otherwise be in conformance with Federal (EPA and OSHA), State of Delaware (DNREC) and Local guidelines and regulations.

Training

Contractor shall provide training guidance in the storage and handling of chemical waste, if asked to do so by the Agency.

Incurred Expenses

The State of Delaware will not be responsible for any expenses incurred by the bidder in preparing and submitting a bid.

B. EVALUATION AND AWARD

This contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and terms and conditions of this invitation. Evaluation of responsible and responsive bidder will include evidence of all applicable permits, insurance, DE business license, and citations (if applicable).

DHSS Procurement reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to one (1) bidder.

The DHSS Procurement office will review all proposals submitted. Agency personnel may be utilized in the review.

C. ADDITIONAL TERMS AND CONDITIONS

Ordering Procedure:

The successful vendor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each Agency is responsible for placing their orders. This may be accomplished by written purchase order, telephone, fax or computer on-line systems.

Billing:

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

Payment:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

Product Substitution:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by DHSS-DMS-Procurement to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

Hold Harmless:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against all claims for injury, loss of life or damage to or loss of use of property cause or alleged to be caused by acts or omissions of the contractor, its employees and invitees on or about the premises and which arise out of the contractor's performance or failure to perform as specified in the Agreement.

Force Majeure:

Neither the contractor nor the ordering Agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

Contractor Emergency Response Point of Contact

The awarded vendor(s) shall provide the contact person's name, address, telephone number and/or cell phone number of those individual(s) who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a State of Emergency under the Delaware Emergency Operations Plan of April 2005. Failure to provide this information could render the bid as non-responsive.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

D. SCOPE OF WORK

This shall establish a Price Contract for the pick-up and disposal of infectious “Sharps and Bio-Medical Waste” for the State of Delaware, Delaware Health and Social Services, various Divisions.

The successful bidder agrees to provide Delaware Health and Social Services, the service of pick-up and disposal of infectious waste from designated locations onto contractor transportation vehicles to an EPA authorized disposal facility, which will dispose of the infectious waste in a manner permitted by law.

All infectious waste must be disposed of in conjunction with current and existing Federal (EPA, OSHA), State of Delaware (DNREC) and Local guidelines and regulations.

E. SPECIFICATIONS

General

1. Contractor must provide all labor, materials and equipment necessary for the proper handling, loading, transportation, treatment and disposal of regulated infectious waste from designated facility locations.

Infectious waste: Those solid wastes, which may cause human disease or may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed. Types of solid wastes designated as infectious include but are not limited to bio-hazardous medical waste and laboratory waste.

Sharps: Sharps is defined as any discarded article that may cause puncture or cuts. Such wastes include, but not limited to, needles, disposable scissors, scalpels, glass slides and razors.

2. A thorough survey of all facilities is required of the successful bidder to determine the quantities and locations of infectious waste. Facility locations are listed following these specifications. The State reserves the right to add or delete any agency, especially during times of reorganization, restructure or fiscal obligations.
3. The frequency of collection will be on a minimum of every week. The frequency of collection will depend on individual facility needs. The frequency can be established through a written agreement and should be determined during the facility visit.
4. Trained service persons in infectious waste will be required to come to all facilities to collect sharps and other infectious bio-medical waste, as well as to

deliver new and replacement red biohazard bags, cardboard containers, packaging tape, bio-hazard stickers for on-site use. *Each facility is responsible for procuring sharps containers through a separate contract.*

Labels with Contractor name, address, and phone number along with representative name shall be provided for all containers. The purpose is for easy contact when needed.

Duties of Contractor

1. Contractor will come to all facilities to collect sharps and other infectious waste per agreed upon schedule.
2. Will maintain an adequate number and deliver new replacement red biohazard bags, cardboard containers, bio-hazard stickers, packaging tape and Contractor labels for on-site use.
3. An EPA approved manifest shall be provided to each location when the contractor picks up medical wastes.
4. The contractor shall submit a certificate of destruction of the medical waste destroyed in accordance with EPA regulations.

Duties of Participating Facilities

- 1 It shall be the duty of each facility to see that infectious sharps and bio-medical waste are safely and properly packaged, labeled, stored and disposed of.
- 2 All used sharp containers and infectious waste shall be packaged and labeled in accordance with current Federal (EPA, OSHA), State of Delaware (DNREC) and Local guidelines and regulations. The purpose for following these guidelines is to prepare the infectious waste to be transported to an EPA approved disposal site, for proper destruction, even when that transport is wholly within the boundaries of the State.
- 3 Any Infectious Control Nurse or Department designated person responsible for the disposal of infectious waste shall review said contract on a periodic basis to ensure compliance by the contractor. Failure to comply with contract standards will result in a written complaint to the Procurement Administrator, Department of Health and Social Services and can be grounds for removal of said services if the complaint is not satisfactorily addressed.

REMARK: PLEASE ADHERE TO THE ABOVE SPECIFICATIONS AS LISTED IN THIS COMPETITIVE SEALED BID. DEVIATIONS FROM THESE SPECIFICATIONS WILL NOT BE ACCEPTED.

ITB 7269

Vendor Name:_____

Total Cost Page
(must be all inclusive)

Total cost to include: handling, pick-up, transport, disposal, packaging
supplies, and training.

Price for the first box: _____

Price for additional boxes: _____

Infectious Waste Pick-up and Disposal Facility Location Information

LABORATORIES

Division of Public Health Laboratory
30 Sunnyside Road
Smyrna, DE 19977
Contact: Cheryl Jones – (302) 733-1520

Office of the Chief Medical Examiner
Forensic Sciences Laboratory
200 South Adams Street
Wilmington, DE 19801
Contact: Patricia Monaghan - (302) 577-3420

HOSPITALS

Delaware Psychiatric Center
Herman M. Holloway, Sr. Campus
1901 North DuPont Highway
New Castle, DE 19720
Contact: Theresa McGrath - (302) 255-2700

Emily P. Bissell Hospital
3000 Newport Gap Pike
Wilmington, DE 19808
Contact: Dave Laggner - (302) 995-8400

Governor Bacon Health Center
P.O. Box 559
Delaware City, DE 19706
Contact: Tom Nee - (302) 836-2550

Delaware Hospital for the Chronically Ill (DHCI)
100 Sunnyside Road
Smyrna, DE 19977
Contact: Kim Torres - (302) 223-1000

Stockley Center
26351 Patriots Way
Georgetown, DE 19947
Contact: Willa Jordan - (302) 933-3000
Toll Free: (866) 552-5758

STATE SERVICE CENTERS

Belvedere State Service Center
310 Kiamensi Road
Wilmington, DE 19804
Contact: Susan Keegan - (302) 995-8560

Claymont State Service Center
3301 Green Street
Claymont, DE 19703
Contact: Susan Cropper - (302) 798-9755

DeLaWarr State Service Center
500 Rogers Road
New Castle, DE 19720
Contact: Loretta Taylor - (302) 577-2973 or 577-3482

Georgetown State Service Center
546 S. Bedford Street
Georgetown, DE 19947
Contact: Shirley Hitchens - (302) 856-5246

Floyd I. Hudson State Service Center
501 Ogletown Road
Newark, DE 19711
Contact: Susan Keegan - (302) 283-7587

Milford State Service Center
11-13 Church Ave.
Milford, DE 19963
Contact: Germaine Chapis - (302) 857-5000

Northeast State Service Center
1624 Jessup Street
Wilmington, DE 19802
Contact: Gaye Council - (302) 552-3500

Porter State Service Center
509 W. 8th Street
Wilmington, DE 19801
Contact: Loretta Taylor – (302) 577-3521

Pyle State Service Center
34314 Pyle Center Road
Frankford, DE 19945
Contact: Marsha Shull – (302) 732-9512

Seaford Public Health @ Shipley State Service Center
350 Virginia Ave.
Seaford, DE 19973
Contact: David Miller – (302) 628-2006

Smyrna State Service Center
200 South DuPont Boulevard
Suite 101
Smyrna, DE 19977
Contact: Janet Burke - (302) 514-4500

Williams State Service Center
805 River Road
Dover, DE 19901
Contact: Andrea Keen - (302) 424-7130

OTHER FACILITIES

Middletown Health Unit
214 N. Broad Street
Middletown, DE 19709
Contact: Michelle Mathews – (302) 378-5200 or (302) 995-8693

School Based Wellness Center @
Middletown High School
Middletown, DE 19709
Contact: Michelle Mathew – (302) 995-8693

Limestone Building Disease Prevention
2055 Limestone Road
Wilmington, DE 19808
Contact: Michelle Mathew – (302) 995-8693

Limestone Building
2055 Limestone Road
Wilmington, DE 19808
Contact: Terry Dombrowski - (302) 995-8653

Westend Neighborhood House
710 North Lincoln Street
Wilmington, DE 19805
Contact: Sheila Leahy - (302) 888-5480